

**Gary Jensen**  
Chief Executive Officer  
East Detroit Public School Group



Gary Jensen is a former teacher, coach, and principal. In 2010, Gary replaced the principal at Lakeview High School, located in Montcalm County, when the school was named a Michigan Priority School. His leadership as a principal at Lakeview High moved them from a persistently low-achieving school to a school with some of the largest proficiency gains among all Priority Schools in the state. By 2014, Gary earned the Michigan Association of Secondary School Principals (MASSP) honors for Principal of the Year. Gary has degrees from Montcalm Community College, Central Michigan University, and Grand Valley State University. He lives in Montcalm County, Michigan with his wife Riki, his son Beau, and his dog Cooper.



## STATE OF MICHIGAN

RICK SNYDER  
GOVERNOR

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET  
LANSING

DAVID B. BEHEN  
DIRECTOR

June 16, 2016

David B. Behen  
DTMB Director and Michigan Chief Information Officer  
Department of Technology, Management & Budget  
320 S. Walnut Street  
Lansing, Michigan 48933

Dear Mr. Behen:

The purpose of this letter is to inform you that I have confirmed my February 2<sup>nd</sup>, 2016 determination that better educational results will be achieved by appointing a chief executive officer (CEO) to take control of multiple public schools in the East Detroit Public School District (EDPS). Pursuant to MCL 380.1280c(7), I am recommending the appointment of a CEO to operate four schools in the East Detroit School District.

On August 13, 2015, I met with Dr. Ryan McCloud, the EDPS superintendent, to discuss the history of low student achievement. Throughout the school year, I continued to meet and communicate with both Dr. McCloud and the Macomb County Intermediate School District (ISD) to share options for EDPS' chronically failing schools.

Under Michigan law, there are three options for intervening in schools that have failed to make progress as a Priority School. Specifically, the state school reform officer (SRO) may: (1) assign Priority Schools to the state school reform/redesign district (SSRRD); (2) appoint a CEO to take control of multiple identified Priority Schools; or (3) recommend one or more schools for closure. To date, no sanctions have been taken to hold Priority Schools and districts accountable for failing to make gains in student achievement. Without the imposition of serious consequences (e.g., loss or closure of schools) there is little incentive for districts to make the dramatic changes required to turn around chronically underperforming schools.

Based on thorough analyses of data and a deep knowledge of local context, I recommend that the CEO option be employed in EDPS for the following four schools:

- East Detroit High School
- Bellview Elementary School
- Pleasantview Elementary School
- Kelly Middle School

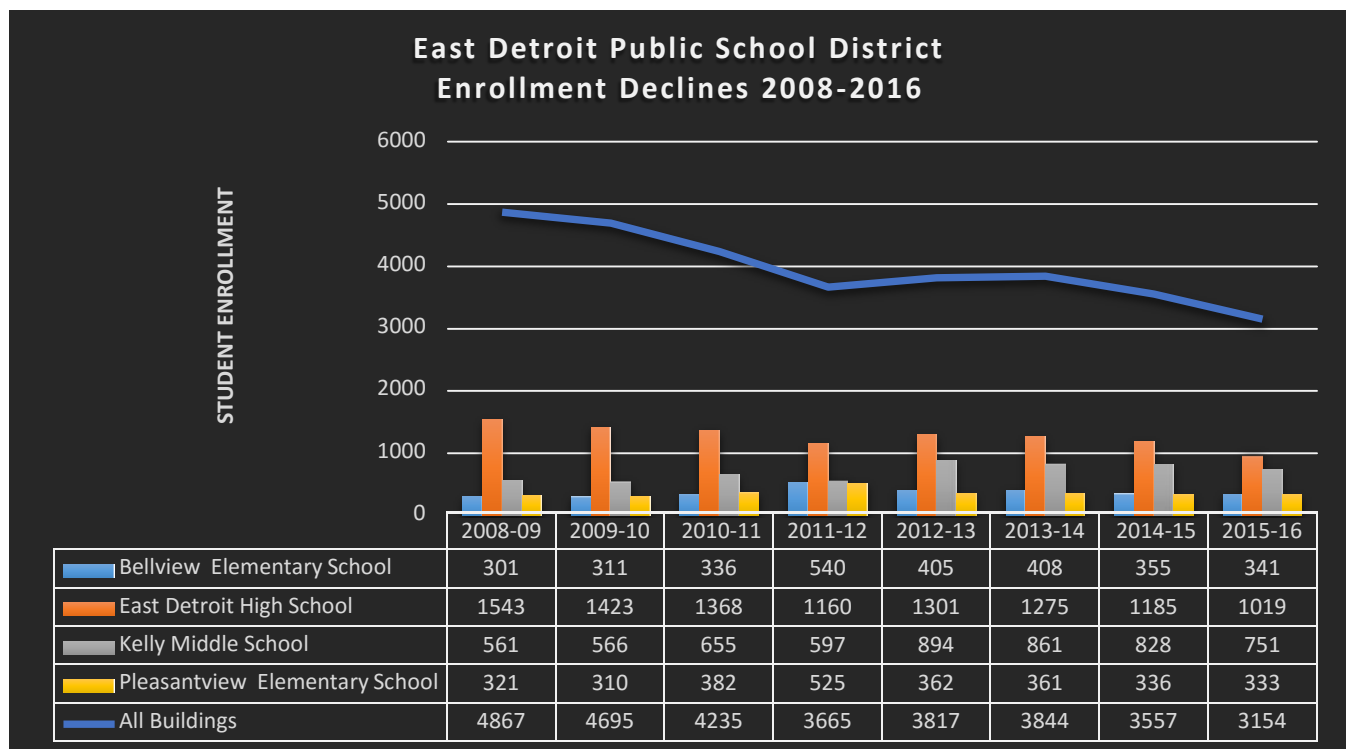
These schools constitute a group of schools requiring significant intervention because all four schools have been named in the bottom 5% of schools statewide and most students continue to perform below proficiency levels in all subject content areas (*i.e.* reading, math, science, and social studies).

Percent Proficient										
School Building Name	Reading (ELA 2014-15)					Math				
	2010-11	2011-12	2012-13	2013-14	2014-15	2010-11	2011-12	2012-13	2013-14	2014-15
Bellview Elementary School	63.64	57.06	44.14	47.61	21.20	24.60	23.16	18.37	17.98	15.77
Pleasantview Elementary School	47.34	44.14	43.04	40.38	14.67	28.49	19.53	16.38	15.41	9.3
Kelly Middle School	43.41	45.57	37.7	31.32	11.91	16.45	18.03	9.92	4.55	4.43
East Detroit High School	36.17	36.32	31.28	28.8	25.18	13.62	12.61	8.1	5.29	5.15
	Science					Social Studies				
	2010-11	2011-12	2012-13	2013-14	2014-15	2010-11	2011-12	2012-13	2013-14	2014-15
Bellview Elementary School	14.71	5.71	4.92	5.45	0.85	14.04	11.43	12.39	4.00	1.87
Pleasantview Elementary School	8.47	8.33	0	2.7	3	15.22	8.33	7.44	5.1	1.8
Kelly Middle School	4.38	4.71	2.56	2.26	3.86	13.5	10.12	9.09	6.23	6.9
East Detroit High School	9.28	8.56	5.24	4.21	7.33	20.44	19.64	15.17	10.42	15.75

Furthermore, **the high school (i.e. East Detroit High School) has been identified as failing for 8 years.** Students from the high school are not equipped to enter the job market or college without serious remediation and support. Without the intervention of a CEO, the cycle of intergenerational poverty will continue for students who attend and/or graduate from the four Priority Schools in the East Detroit Public School District.

Additional factors that contribute to this recommendation are listed below:

1. After 2011 when the East Detroit High School was named failing (i.e. Priority School), three additional East Detroit Public School District schools earned Priority School status:
  - a. Bellview Elementary and Pleasantview Elementary were named Priority Schools in 2013.
  - b. Kelly Middle School earned Priority School status in 2014.
2. Increases in the number of East Detroit Public School District schools identified in subsequent years demonstrates (a) systemic academic declines across the entire school district and (b) the inability to lead Priority School turnaround by current school district and the ISD leadership.
3. Having a CEO oversee all four schools increases the chances of systemic and sustainable academic turnaround because a high school is difficult to turn around when lower schools feeding the high school are also failing.
4. East Detroit High School has a Top-to-Bottom ranking of 0 out of 99 in 2014. TTB rankings for the other EDPS schools are listed below:
  - a. Bellview's TTB ranking is 1.
  - b. Pleasantview's TTB ranking is 1.
  - c. Kelly Middle School's TTB ranking is 1.
5. Additionally, since the 2008-2009 school year, EDPS' enrollment has declined.



6. Since students come to the high school so far behind academically, to turn around the high school, the CEO has to also work with the failing elementary and middle schools.
7. For systemic and sustainable academic turnaround results, the students entering the high school from the elementary and middle schools must be proficient in core content areas (i.e. reading, math, science, and social studies).

**Conclusion**

As the State School Reform Officer, I am responsible for making the CEO recommendation in the East Detroit Public School District. Based on the findings outlined in this letter, I confirm my determination that a CEO in the EDPS is required, and recommend that a CEO be appointed. As a result, I submit this recommendation to you for the CEO to be appointed for East Detroit High School, Bellview Elementary School, Pleasantview Elementary School, and Kelly Middle School in the East Detroit Public School District.

Sincerely,



Natasha Baker  
State School Reform Officer

**Approval of State School Reform Officer's Recommendation for Appointment of CEO to operate schools in the East Detroit School District.**

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Based on the above recommendation and previous discussions with the State School Reform Officer Natasha Baker, as the appointing authority for the State School Reform/Redesign Office created by Executive Order 2015-9, hereby approve the appointment of a chief executive officer pursuant to MCL 380.1280c(7).



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David B. Behen  
DTMB Director and Michigan Chief Information Officer  
Department of Technology, Management & Budget

6/17/16

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Date



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GOVERNOR

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## AGREEMENT FOR CHIEF EXECUTIVE OFFICER SERVICES

Pursuant to Section 1280c of the Revised School Code, 1976 PA 451, MCL 380.1280c, and Executive Order No. 2015-9 and any amendments thereto, this services agreement ("Agreement") is made and entered into this 3<sup>rd</sup> day of June, 2016, by and between the State School Reform/Redesign Office (hereinafter "SRO") in the Department of Technology, Management, and Budget (hereinafter "DTMB") and Gary Jensen (hereinafter "Chief Executive Officer" or "CEO").

Natasha Baker, on behalf of State School Reform Officer (hereinafter SRO Officer), on behalf of the SRO, appoints Gary Jensen as the CEO of Bellview Elementary, Pleasantview Elementary, Kelly Middle, and East Detroit High School (hereinafter "Priority Schools") in the East Detroit Public School District (hereinafter "School District") under section 1280c(7), Public Act 451 of 1976, Michigan's Revised School Code, MCL 380.1 *et seq.*

The CEO's role is to lead the rapid academic turnaround of the assigned Priority Schools by requiring, within available resources, academic leadership and planning, increases in student proficiency, implementation of a revised reform plan, and an efficient provision of services by exercising the necessary authority conferred herein to take appropriate action on behalf of the SRO Officer, the designated Priority Schools, and the students assigned to those schools. In accepting this appointment, the CEO agrees to leverage all the CEO's skills and abilities to accomplish these objectives on behalf of students assigned to the four Priority Schools within the School District.

### 1. PARTIES

1.1 Parties. The parties to this Agreement are the State of Michigan's Department of Technology, Management and Budget by the State School Reform/Redesign Office and Gary Jensen.

### 2. DUTIES OF CEO/CEO-SRO RELATIONS

2.1. Duties. As a Public Official, the CEO shall possess all the powers and duties authorized under the Act, including those specifically related to the operation of assigned Priority Schools under the authority of the SRO Officer. In addition, the CEO shall work cooperatively with internal and external stakeholders. The CEO agrees to continue to keep the SRO, school district superintendent, and school district board informed of major initiatives to be undertaken in furtherance of this Agreement before their public announcement. The CEO shall obtain the approval of the SRO before entering into a new or amended collective bargaining agreement affecting the assigned Priority Schools. The CEO may carry out all of the powers and duties provided under MCL 380.1280c, including, but not limited to:

- a) Managing the day-to-day operations of the Priority Schools.
- b) Developing and implementing financially stable budgets for the Priority Schools.
- c) Assuming administrative authority and responsibility for the assignment, reassignment, and evaluation of all personnel.
- d) Submitting monitoring reports to the SRO officer on the student academic results in the form and manner, and according to a schedule, as determined by the SRO officer.
- e) Providing instructional leadership.
- f) Communicating and collaborating with internal and external stakeholders.
- g) Submitting a revised reform plan to the SRO for approval, which includes academic goals and a plan to transition the Priority Schools back to School District operations.
- h) Carrying out all rights and responsibilities that may be specified in an Intervention Agreement executed between the SRO and the School District.

2.2. Reports. The CEO shall file quarterly reports with the SRO beginning on October 1, 2016 for the immediately preceding quarter and shall file the subsequent reports every three months thereafter. The CEO shall cooperate with the School District to comply with all State and federal reporting requirements. The CEO shall be responsible to provide reports in accordance with the State School Reform/Redesign Officer's Performance Information System (PERIS) as well as all other requirements referenced in the SRO's CEO Operating Procedures Handbook (hereinafter "Handbook").

2.3. Evaluation. The SRO and the CEO will engage in an orientation process before launching Step 1 of the five-step SRO evaluation cycle. The evaluation will be an annual process beginning with self-assessment and concluding with summative evaluation and rating of the CEO's impact on student proficiency. It is a process in which evidence from the summative evaluation and rating of impact on learning become important sources of information for the CEO's self-assessment and the Priority Schools' subsequent goal setting. CEOs will use the SRO's evaluation process as outlined in the Handbook, which is incorporated into this Agreement by reference.

2.4. Acknowledgement. The CEO acknowledges receipt of the Handbook and agrees to comply with those procedures to the greatest extent possible. The CEO understands that the Handbook may be revised from time to time and the CEO will comply with all revised procedures as applicable.

### **3. COMPENSATION FOR SERVICES PROVIDED**

3.1 Source of Payment. The State shall pay the compensation of the CEO for all services rendered under this Agreement from funds made available to the SRO through general appropriations, funds made available through special appropriations, or if the School District executes an Intervention Agreement with the SRO, from funds made available to the School District through special appropriations, in accordance with the Intervention Agreement.

3.2 Compensation. The CEO's salary for annual services rendered under this Agreement shall be \$160,000.00 per year, with an additional \$80,000 available annually to cover mandatory, self-paid employment benefits as well as approved travel, meals, lodging and other pre-approved, reimbursable expenses, and insurance. Except as provided in Paragraph 9.4(e) of this

Agreement, if this Agreement is terminated after the CEO has provided services for a portion of a month, the CEO shall be entitled to \$625.00 for each day in which services were provided. If, during the term of this Agreement, the SRO determines that the scope of services required of the CEO under this Agreement has been fundamentally modified from when this Agreement was executed, the SRO agrees to review, and if appropriate, the amount of compensation provided under this Agreement may be adjusted prospectively pursuant to a new or amended Agreement.

3.3 Payment for Services. The CEO's salary shall be paid in monthly installments. If requested by the SRO, the CEO shall provide to the State Director of DTMB and the Office of the Governor additional information regarding services performed pursuant to this Agreement.

3.4 Reimbursement for Actual and Necessary Expenses. The actual and necessary expenses of the CEO, including customary expenses related to travel, meals, and lodging which are incurred in direct connection with services provided under this contract are eligible for reimbursement. The CEO shall provide original copies of all receipts for meals, lodging, and travel reimbursement with any request for reimbursement. Any reimbursement for expenses under this Agreement shall be reviewed and approved in writing by the School District's Chief Business Official or the SRO.

#### **4. ADDITIONAL STAFF AND CONSULTANT FEES**

4.1 Staff. The CEO may hire additional staff as necessary to fulfill the obligations of the CEO's appointment and duties under this Agreement. In the event that funding becomes available for this purpose, the CEO shall issue a written employment contract to each individual hired pursuant to this Section, regardless of the compensation paid to that individual. The employment contract issued pursuant to this Section shall, as of the date the individual is hired by the CEO, prohibit the individual from engaging in any other employment for remuneration without the express written approval of the SRO. The CEO agrees to consult with the SRO Officer, or the designee of the SRO Officer, at least 24 hours before approving outside employment for any individual.

4.2 Professional Assistance. The CEO may secure professional assistance as necessary to fulfill the obligations of the CEO's appointment and duties under this Agreement. The CEO agrees to obtain written approval from the SRO at least 24 hours before authorizing professional services contracts of \$50,000.00, or more, per engagement or project.

4.3 Security. The CEO may request security protection in connection with the CEO's duties under this Agreement. Security personnel may be retained only upon the approval of the SRO.

#### **5. REPRESENTATIONS**

5.1 Conflict of Interest. The CEO represents and warrants that the CEO has no personal or financial interest, and will not acquire any such interest, that would conflict in any manner or degree with the performance of this Agreement. As a public officer, the CEO is subject to 1968 PA 317, MCL 15.321-330, "Contracts of Public Servants with Public Entities", and 1973 PA 196, MCL 15.341-348, "Standards of Conduct for Public Officers and Employees."

5.2 Non-competition.

- a) The parties agree that the CEO shall not engage in any other employment, services contract, or consulting for remuneration without the written approval of the SRO.
- b) The CEO represents and warrants that the CEO is not subject to any non-disclosure, non-competition, or similar clause with current or prior clients or employers that will interfere with the performance of this Agreement. The CEO will hold the State harmless and will indemnify the State as to any liability for any such claim.

5.3 Facilities and Personnel. In accordance with the Act and any Intervention Agreement that may be executed between the SRO and the School District, the CEO is authorized to assume operations of the assigned Priority Schools including decision-making regarding Priority Schools' personnel whose normal functions or activities support the Priority Schools assigned to the CEO. In the event the School District is neither willing nor capable of performing high quality support to the CEO or the assigned Priority Schools, the CEO may request assistance from the SRO. Assistance from the SRO may be in the form of direct support or may come in the form of authority to hire or contract for the provision of a good or service in accordance with section 4.1 of this Agreement.

5.4 Business and Financial Records. The CEO shall maintain complete business and financial records related to this Agreement in accordance with generally accepted accounting practices and sound business practices. This requirement applies to all business or financial information maintained or stored in the computer system used by the CEO. The SRO and its designees shall have the right to inspect all such records related to this Agreement.

5.5 Non-Discrimination.

- a) The CEO shall comply with Public Act 220 of 1976, the Persons with Disabilities Civil Rights Act, MCL 37.1101 *et seq.*, and all applicable federal, State, and local fair employment practices and equal opportunity laws. The CEO covenants that the CEO will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The CEO shall impose this covenant upon every subcontractor that enters into an agreement for the performance of any obligation imposed by this Agreement.
- b) The CEO shall comply with Public Act 453 of 1976, the Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*, and all applicable federal, State, and local fair employment practices and equal opportunity laws. The CEO covenants that the CEO will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. The CEO shall impose this covenant upon every subcontractor that enters into an agreement for the performance of any obligation imposed by this Agreement.



**5.6 Unfair Labor Practices.** The CEO shall not enter into a contract for the performance of any obligation imposed by this Agreement with a subcontractor, manufacturer, or supplier whose name appears in the register prepared pursuant to Public Act 278 of 1980, MCL 423.322, of employers found in contempt of court for failure to correct unfair labor practices. The State may void this Agreement if the CEO, or any subcontractor, manufacturer, or supplier of the CEO that is a party to a contract for the performance of any obligation imposed by this Agreement, appears in the above mentioned register.

**5.7 Independent Contractor.** The parties intend that the CEO is an independent contractor and a Public Official operating the assigned Priority Schools. Except as specifically provided in the Act, the State of Michigan assumes no liability, benefits, workers compensation rights or liabilities, insurance rights or liabilities, or any other rights or liabilities arising out of, or related to, a contract for hire, nor shall any employer-employee relationship arise, accrue, or be implied to either party under this Agreement or to an agent, subcontractor, or employee of either party under this Agreement as a result of the performance of this Agreement.

**5.8 Performance.** By signing this document the CEO represents that he or she, with or without accommodations, is willing and fully capable of performing the work required to rapidly improve the academic achievement of students in the assigned schools. The CEO agrees that Appendix B of the Handbook is an Accountability Plan that each school will be required to complete on an annual basis, and will reflect the academic outcomes of the work performed or caused to be performed by the CEO at each school.

## **6. NOTICES**

**6.1 Notices.** The SRO Officer is the designee for this Agreement unless notice of another designation is provided by the Governor. All notices, correspondence, requests, inquiries, billing statements, and other documents mentioned in this Agreement shall be directed to the attention to the following:

For the State:

Natasha Baker  
State School Reform Officer  
George W. Romney Building  
111 South Capitol Avenue  
Lansing, Michigan 48909  
Phone: (517) 284-6970

Michigan Department of Technology, Management & Budget  
Lewis Cass Building  
320 South Walnut Street  
PO Box 30026  
Lansing, MI 48909  
Phone: (517) 373-1004

For the CEO:

Gary Jensen

## **7. LIMITATION UPON LIABILITY**

7.1 The State and School District. Except as otherwise provided by law, neither the State, the Governor, the State Treasurer, the Director of Technology, Management and Budget, nor any other State officials or the School District shall be liable for any obligation of or claim arising out of actions taken in accordance with the Act or that may be specified in an Intervention Agreement executed between the SRO and the School District.

7.2 The CEO. As a Public Official the parties intend that the CEO is immune from tort liability under MCL 691.1407(2) for an injury to a person or damage caused by the CEO while in the course of service under this Agreement if all of the following conditions exist: 1) the CEO reasonably believes he is acting within the scope of his authority; 2) the CEO is engaged in the exercise or discharge of a governmental function; and 3) the CEO's conduct does not amount to gross negligence that is the proximate cause of the injury or damage.

## **8. INSURANCE**

8.1 Insurance. From the funds designated in section 3.2 of the Agreement, and with the prior approval of the SRO, the CEO may procure and maintain, health, worker's compensation, general liability, and professional liability insurance, including but not limited to errors and omissions, for the CEO and any employee, agent, appointee, or contractor of the CEO as may be otherwise provided to elected officials, appointed officials, or employees of the School District. The insurance procured and maintained by the CEO may extend to any claim, demand, or lawsuit asserted or costs recovered against the CEO and any employee, agent, appointee, or contractor of the CEO to the extent permitted by law.

## **9. TERM OF AGREEMENT AND APPOINTMENT**

9.1 Term of Agreement. The initial term of this agreement shall begin upon signature of all parties to this Agreement and shall extend through June 30, 2019, and may be extended by agreement of all parties.

9.2 Termination by the State. The CEO serves at the pleasure of the SRO. The SRO has the power to rescind the appointment and terminate this Agreement at any time, and without cause, by issuing a Notice of Termination to the CEO.

9.3 Termination Process. Upon receipt of a Notice of Termination, and except as otherwise directed, the CEO shall:

- a) Cease work under this Agreement upon the date and to the extent specified in the Notice of Termination;
- b) Incur no costs beyond the date specified by the Notice of Termination;

- c) Submit to the SRO on the date the termination is effective all records, reports and documents as the SRO shall specify, and carry out such directives as the SRO may issue concerning the safeguarding and disposition of files and property; and
- d) Submit within 30 calendar days a closing memorandum and final billing, which shall be paid within 30 days.
- e) If this Agreement is terminated by the SRO during the first year other than for just cause, the CEO shall receive the balance of the first year's compensation in monthly installments in the same manner and form as they would had they remained under contract. For purposes of this Agreement, just cause includes, but is not limited to gross neglect of duty, corrupt conduct in office, or for any other misfeasance or malfeasance.

9.4 Termination by CEO. The CEO may terminate this Agreement at any time, with or without cause, with 30 days written notice to the SRO. Within 30 days of the CEO's final day of service, the CEO shall submit a closing memorandum and final billing, which shall be paid within 60 calendar days of receipt.

## **10. TERM OF AGREEMENT AND APPOINTMENT**

10.1 Governing Law and Jurisdiction. The parties agree that this Agreement shall be subject to, and construed according to, the laws of the State of Michigan, and no action shall be commenced against this State, its agents, or employees for any dispute arising out of this Agreement, in any court other than a Michigan State court.

10.2 No Waiver. A party's failure to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.

10.3 Other Debts. The CEO represents and warrants that the CEO is not, and will not become, in arrears on any contract, debt, or other obligation to the State of Michigan, including taxes.

10.4 Invalidity. If any provision of this Agreement or its application to any persons or circumstances shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.5 Headings. Section headings contained in this Agreement are for convenience only and shall not be used to interpret the scope or intent of this Agreement.

10.6 Entire Agreement. This Agreement together with the SRO's CEO Operating Procedures Handbook represents the entire and exclusive agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties.

10.7 Amendment. No Agreement amendment will be effective and binding upon the parties to this Agreement unless the amendment expressly makes reference to this Agreement, is

in writing, and is signed by duly authorized representatives of all parties and all the requisite State approvals are obtained.

10.8 Order of Priority. This Agreement and the Act shall be read to be consistent one with the other. However, if a conflict is deemed to exist between the terms of this Agreement and the Act, the Act shall supersede the terms of this Agreement.

10.9 Counterparts. This Agreement may be executed in separate counterparts, each of which when executed shall be deemed an original, but all of which when taken together shall constitute one and the same Agreement.

IN WITNESS THEREOF, the Director, Department of Technology, Management and Budget, the State School Reform Officer and the Chief Executive Officer have signed and executed this agreement.

STATE OF MICHIGAN

Dated: 6/17/16



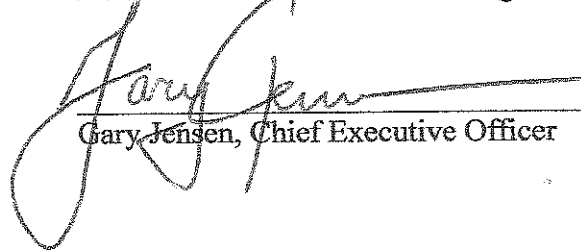
David Behen, Director, DTMB

Dated: 6/16/16



Natasha Baker, State School Reform Officer  
For the State School Reform/Redesign Office

Dated: 6/16/16



Gary Jensen, Chief Executive Officer